

#9

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Suresh K. TIKOO et al.

Serial No.: 09/871, 212

Filing Date: May 31, 2001

For: MODIFIED BOVINE ADENOVIRUS
HAVING ALTERED TROPISM

Examiner: To Be Assigned

Group Art Unit: 1635

**PROSECUTION BY ASSIGNEE AND POWER OF ATTORNEY
UNDER 37 C.F.R. § 3.71**

Box Missing Parts
Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The University of Saskatchewan, the assignee of the entire right, title and interest in this patent application, under 37 C.F.R. § 3.71 hereby appoints:

Lisa A. Amii (Reg No. 48,199)	Randolph Ted Apple (Reg No. 36,429)
Mehran Arjomand (Reg No. P48,231)	Laurie A. Axford (Reg No. 35,053)
Sanjay S. Bagade (Reg No. 42,280)	Joseph Barrera (Reg No. 44,522)
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Barry E. Bretschneider (Reg No. 28,055)	Tyler S. Brown (Reg No. 36,465)
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Alan S. Hodes (Reg No. 38,185)	Charles D. Holland (Reg No. 35,196)
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Jill A. Jacobson (Reg No. 40,030)	Wayne Jaeschke, Jr. (Reg No. 38,503)
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Terri Shieh-Newton (Reg No. 47,081)
Kevin R. Spivak (Reg No. 43,148)
Thomas L. Treffert (Reg No. P48,279)
E. Thomas Wheelock (Reg No. 28,825)
Frank Wu (Reg No. 41,386)
Peter J. Yim (Reg No. 44,417)
Karen R. Zachow (Reg No. 46,332)

all of Morrison & Foerster LLP, 755 Page Mill Road, Palo Alto, California 94304-1018, telephone (650) 813-5600, to prosecute this application and transact all matters in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 C.F.R. § 3.71 provided that if any one of said attorneys or agents ceases being affiliated with the law firm of Morrison & Foerster as partner, employee or of counsel, such attorney's or agent's appointment as attorney or agent and all powers derived therefrom shall terminate on the date such attorney or agent ceases being so affiliated.

Please direct all written communications relative to this application to:

Gladys H. Monroy
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

Please direct all telephone communications to Gladys H. Monroy at (650) 813-5711.

Dated: Aug 30/01

The University of Saskatchewan
a (non-profit) university

UNIVERSITY OF SASKATCHEWAN

Julia S. Taylor
Chair, Board of Governors

Julia S. Taylor,
Director, Research
Services

Name: Matt Webster
Secretary, Board of Governors

Matt Webster, Director,
Trust Advisory
Services

Title:

Address:

COPY**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Suresh K. TIKOO, Lorne A. BABIUK, Linong ZHANG and Qiaohua WU (hereinafter referred to as the assignors), residing at 302-102 Edinburgh Place, Saskatoon, Saskatchewan, Canada S7H 5J7; 245 East Place, Saskatoon, Saskatchewan, Canada S7J 2Y1; 35 Cedarcroft Boulevard, Apt. 703, North York, Ontario, Canada M2R 2Z4 and 90 Litton Avenue, Groton, Connecticut 06340, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in MODIFIED BOVINE ADENOVIRUS HAVING ALTERED TROPISM, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/871,212 and filed on May 31, 2001; and

WHEREAS, University of Saskatchewan, a university duly organized under and pursuant to the laws of Canada and having its principal place of business at 120 Veterinary Road, Saskatoon, Saskatchewan, S7N 5E3 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

27.08.2001


Date


Suresh K. TIKOO

28.08.2001
Date

Lorne A. Babiuk
Lorne A. BABIUK

29.05.2001
Date


Linong ZHANG

Date _____

Qiaohua WU

**ASSIGNMENT
JOINT****COPY**

THIS ASSIGNMENT, by Suresh K. TIKOO, Lorne A. BABIUK, Linong ZHANG and Qiaohua WU (hereinafter referred to as the assignors), residing at 302-102 Edinburgh Place, Saskatoon, Saskatchewan, Canada S7H 5J7; 245 East Place, Saskatoon, Saskatchewan, Canada S7J 2Y1; 35 Cedarcroft Boulevard, Apt. 703, North York, Ontario, Canada M2R 2Z4 and 90 Litton Avenue, Groton, Connecticut 06340, respectively, witnesseth:

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

COPY

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

27.08.2001
Date

Suresh K. TIKOO

28.08.2001
Date

Lorne A. BABIUK

Date

Linong ZHANG

30.08.2001
Date

Qiaohua WU